

TELEPHONE  
VICTOR 9-2161★

INVOICE

**THE A. W. W. KYLE COMPANY LTD.**

CUSTOMS BROKERS AND INTERNATIONAL FORWARDERS

353 ST. NICHOLAS STREET

MONTRÉAL 1, CANADA

BRANCH MTL. TRUCK - SUFFERANCE WAREHOUSE  
OFFICES 7403 DEWMAN BLVD. - LASALLE, QUE.

INTERMEDIATE TRUCK TERMINAL  
6378 COTE DE LIESSE ROAD - DORVAL, QUE.

REPRESENTED BY: AFFILIATED CUSTOMS BROKERS (MONTREAL, LTD.)

AT: LACOLLE - BLACKPOOL - STANHOPE - DORVAL AIRPORT - PHILLIPSBURG - ROCK ISLAND

WHEN REFERRING TO THIS ACCOUNT  
PLEASE QUOTE  
OUR INVOICE NO. SPECIFIED BELOW



To. VINCENT DINIACOPOULOUS  
3591 NORTHCLIFFE AVE.  
MONTREAL (NDG) P.Q.

B/L OR ENTRY NO. QE 24651 GOODS  
2 CASES: ANTIQUES

TO (OR) FROM VINCENT DINIACOPOULOUS

INVOICE NO. L-2889

PER (OR) EX S.S. PORT  
MAISLIN BROS. LASALLE

DATE JUNE 22/62

NOTE: ERRORS IN CUSTOMS INVOICES OR IN CONTENTS OF PACKAGES MUST BE REPORTED BY LETTER TO  
CUSTOMS DEPARTMENT WITHIN THIRTY DAYS OF DATE OF ENTRY: DAMAGES OR MISDESCRIPTION WITHIN  
FOURTEEN DAYS OF DATE OF ENTRY.



E. & O. E.

BARR SHIPPING . . . . .

ATTN. RE PAYING OF CHARGES

FREIGHT AND OCEAN OR INLAND EXPRESS	\$11.20
WHARFAGE	
HARBOUR DUES ATTENDANCE AT HARBOUR	
INSURANCE	
STORAGE	
CARTAGE	
CUSTOMS DUTY	FREE
SALES TAX	
EXCISE TAX	
CUSTOMS CARTAGE CUSTOMS STORAGE	
EXCHANGE	
SUNDRY	22.00
FORMS & STAMPS	.25
PAYING FREIGHT AND DELIVERY CHARGE	1.00
SPECIAL SERVICES	1.00
BROKERAGE	10.00
PAID	\$45.45

DUTY IS CASH — Your prompt remittance for this account will be appreciated.

PLEASE MAKE REMITTANCES PAYABLE AT PAR MONTREAL.

MONTREAL, Que. (NEWMAN)

THE A. W. W. KYLE COMPANY LTD. 253 ST. NICHOLAS STREET  
MONTREAL, Victor 9-2161 \*

ENTRY NO.

QE  
340

BROKER'S REFERENCE

PORT OF:

ARRIVING PER

MAISLIN BROS. TRANSPORT LTD.

B.1

D.N.R. APPROVED  
NO. 393  
28/3/61

Exporter's name &amp; address

IMPORTED BY

VINCENT DINIACOPOULOUS  
3591 NORTHCLIFFE AVE.  
MONTREAL, (NDG) QUE.

SENDING PORT NUMBERS OF MANIFESTS

PRO-2-755401  
MFST.C 055602

BRANCH: 7403 NEWMAN BLVD., LA SALLE, P.Q.

CANADA CUSTOMS - ENTRY  
FOR HOME CONSUMPTION

BILL OF LADING PRODUCED

C.9 NUMBER

INITIALS

79c Flowers and foliage, natural, cut, whether in designs or bouquets or not, n.o.p.

192 Tarred paper and prepared roofing (including shingles), fibreboard, stowboard, sheeting and insulation, manufactured wholly or in part of vegetable fibres, n.o.p.; blotting paper, not printed nor illustrated.

198 Ruled and border and coated papers, boxed papers, pads not printed, papier-mâché were, n.o.p.

198a Coated papers, when used exclusively in the production of magazines, newspapers and periodicals, printed, published and issued at regular intervals, not less frequently than four times a year, and bearing dates of issue.

220 All medicinal and pharmaceutical preparations, compounded of more than one substance, including patent and proprietary preparations, n.o.p.

220a Chemical preparations, compounded of more than one substance, n.o.p. (i) when dry.

267d Crude petroleum not subjected to any other processes than removal of foreign matter and water, and/or removal of gases to provide the necessary safety and stability in handling, when imported by oil refiners to be refined in their own factories.

411a Machinery, logging cars, cranes, blocks and tackle, wire rope, but not including wire rope to be used for guy ropes or in breaking logs down grade, and complete parts of all the foregoing, for use exclusively in the operation of logging, such operation to include the removal of the log from stump to skidway, log dump, or common or other carrier.

427(i) All machinery composed wholly or in part of iron or steel, n.o.p.; parts of the foregoing.

427(t) Electricity generating sets, consisting essentially of an internal combustion engine and one or more generators mounted on a common base, n.o.p.; parts of the foregoing.

427s All machinery composed wholly or in part of iron or steel, n.o.p., of a class or kind not made in Canada; complete parts of the foregoing.

438f Parts, n.o.p., electro-plated or not, whether finished or not, for automobiles, motor vehicles, electric trackless trolley buses, fire fighting vehicles, ambulances and hearses, or chassis enumerated in tariff items 424 and 438a, including engines, but not including bell or roller bearings, wireless receiving sets, die castings of zinc, electric storage batteries, parts of wood, tires and tubes or parts of which the component material of chief value is rubber.

442d Materials, including all parts, wholly or in part of metal, of a class or kind not made in Canada, when imported for use in the manufacture of goods entitled to entry under tariff items 410s(iii), 410g, 410l, 410m, 410n, 410p, 410q, 410r, 410t, 410w, 410x, 410z, 411, 411a, 411b, 427b, 427c, 427f, 428c, 428e, 440, and 447s, under such regulations as the Minister may prescribe.

446b Manufactures, articles or ware, of iron or steel or of which iron or steel or both are the component material of chief value, n.o.p.

446g (i) Electric apparatus designed for welding and parts thereof, not including motors.

(3) Gas apparatus designed for welding or cutting and parts thereof, n.o.p.

446m Welding rods or welding wires of rust, acid or heat resisting steel, whether or not flux-coated.

477 Containers and parts thereof, including expelling bulbs, for vaccines including toxoids (antitoxins), and bacterins, toxins, serums containing immune bodies including antitoxins, glandular extracts and/or antibiotics, when imported by manufacturers of such products for use in their own factories, under such regulations as the Minister may prescribe.

507c Plywood made of two or more layers of veneer or lumber of wood, glued or cemented together, but not further manufactured.

523a Clothing, wearing apparel and other articles, made from woven fabrics wholly of cotton; all textile manufactures, wholly or partially manufactured, the component fibre of which is wholly cotton, n.o.p.

548 Clothing, wearing apparel and articles, made from woven fabrics, and all textile manufactures, wholly or partially manufactured, composed wholly or in part of vegetable fibres but not containing wool, n.o.p.; fabrics coated or impregnated, composed wholly or in part of vegetable fibres but not containing silk, synthetic textile fibres or filaments, not wool, n.o.p.

551 Woven fabrics wholly or in part of synthetic textile fibres or filaments, not containing wool, not including fabrics in chief part by weight of silk, n.o.p.

563 Clothing, wearing apparel and articles made from woven fabrics, and all textile manufactures, wholly or partially manufactured, the textile component of which is fifty per cent or more, by weight, of man-made fibres or filaments or of glass fibres or filaments, not containing wool or hair.

905 Synthetic resin plates, sheets, film, sheeting or strips, not less than 6 inches in width, n.o.p.; synthetic resin lay-flat tubing, not less than 6 inches in circumference, n.o.p. (d) Vinyl type, except vinylidene:

1. Plain, uncoated, undecorated.

906 Synthetic resin plates, sheets, film, sheeting or strips, less than 6 inches in width, lay-flat tubing less than 6 inches in circumference, other tubing, blocks, bars, rods, non-textile monofilament; synthetic resin profile shapes produced in uniform cross-section and imported in lengths; not further manufactured than moulded, cast, calendered, extruded or pressed, n.o.p.:-

908 Manufactures of synthetic resins including floor and wall tile containing synthetic resin, n.o.p.

INITIALS	DUTY
	FREE
	EXEMPT
TOTAL	FREE

SPEEDSET - MOORE BUSINESS FORMS LTD.  
CUSTOMS IMPORT ENTRY SET

ARRIVING PER

MARKS AND NUMBERS

NO. OF PKGS.

DESCRIPTION OF GOODS

QUANTITY

VALUE FOR DUTY  
IN DOLLARSRATE OF DUTY  
OR FREETOTAL  
CUSTOMS DUTYDUTY PAID  
VALUE

SALES TAX

RATE OF  
EXCISE TAX

EXCISE TAX

TARIFF ITEM  
APPLIED

ADDR

2 CASES ANTIQUES(AS: PER LIST ATTACHED.)

ITEMS 693(3) ANTIQUITIES (OTHER THAN SPIRITS OR WINES) PRODUCED PRIOR TO  
JANUARY 1, 1847 UNDER SUCH REGULATIONS INCLUDING PROOF OF ANTIQUITY AS MAY  
BE PRESCRIBED BY THE MINISTER FOR REGULATIONS UNDER THIS  
TARIFF ITEM.

293#

1800.

FREE

-

EXEMPT

693(3)

SUBJECT TO AMENDMENT

EXCHANGE  
RATEON  
U.S. \$

## DECLARATION FORM 4

DECLARATION OF THE IMPORTER OR AGENT OF THE IMPORTER PRESCRIBED TO BE MADE  
ON ENTRY OF GOODS AT A LOWER RATE OF DUTY OR FREE FOR MANUFACTURING PURPOSES.F. POWELL, A. K. PURCELL, R. MUNDY, N. HARRIS,  
W. AUSTIN, F. SHTYRA, E. SODEUR, G. COUTURE

MONTREAL

QUEBEC

HEREBY CERTIFY

SALES TAX LICENSE NO.

I/ WE CERTIFY THAT THE GOODS  
IMPORTED HEREBY ARE FOR RESALE.

SALES TAX LICENSE NO.

I/ WE CERTIFY THAT THE GOODS  
IMPORTED HEREBY ARE TO BE USED  
IN, WROUGHT INTO, OR ATTACHED  
TO TAXABLE GOODS FOR SALE.I/ WE CERTIFY THAT THE MACHINERY, APPARATUS OR COM-  
PLETETE PARTS THEREOF IMPORTED HEREBY ARE TO BE  
USED DIRECTLY IN THE PROCESS OF MANUFACTURE OR  
PRODUCTION OF GOODS.I/ WE CERTIFY THAT THE MATERIALS IMPORTED HEREBY  
ARE TO BE CONSUMED OR EXPENDED DIRECTLY IN THE  
PROCESS OF MANUFACTURE OR PRODUCTION OF GOODS.

POWER OF ATTORNEY NO.

WHICH HAS BEEN CHECKED BY ME  
AGAINST THIS ENTRY IS REGISTERED IN  
THE NAME OF THE IMPORTER.  
17/  
SHORT FORM PA.

CUSTOMS EXCISE CLERK

OF \_\_\_\_\_ TOWN: \_\_\_\_\_ PROVINCE: \_\_\_\_\_

CERTIFY AND DECLARE AS FOLLOWS:-

1. THAT I AM THE \_\_\_\_\_ OF THE GOODS REFERRED TO ON THIS ENTRY.  
(IMPORTER OR AGENT OF THE IMPORTER)

2. THAT THE GOODS REFERRED TO ON THIS ENTRY ARE FOR USE EXCLUSIVELY IN THE

MANUFACTURE OF \_\_\_\_\_

IN THE OWNER'S FACTORY AT \_\_\_\_\_ TOWN: \_\_\_\_\_ PROVINCE: \_\_\_\_\_

AND SUCH GOODS OR PARTS THEREOF WILL NOT BE USED FOR ANY OTHER PURPOSE.

DECLARED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_\_.  
(WITNESS)

(SIGNATURE OF IMPORTER OR AGENT OF THE IMPORTER)

TO PRESENT THIS ENTRY TO THE COLLECTOR OF CUSTOMS AND EXCISE AT THE PORT OF \_\_\_\_\_

IMPORTER \_\_\_\_\_ SIGNATURE \_\_\_\_\_

AGENT \_\_\_\_\_



# SOCIÉTÉ DE TRANSPORTS INTERNATIONAUX GEHRIG & CIE

- TRANSIT -  
SURVEILLANCE  
AFFRÈTEMENTS

SOCIÉTÉ ANONYME AU CAPITAL DE 10.000.000 DE FRANCS

TRANSPORTS MARITIMES, TERRESTRES, FLUVIAUX ET AÉRIENS

Commissionnaires en Douane (Agréé N° 2.490) — Groupeurs Agréés (Licence N° G 1.149)

115, Rue de l'Évêché, 115 — MARSEILLE (2<sup>e</sup>)

TÉL. 20.80.80 (5 lignes)

C. C. P. Marseille 350.61

Télégrammes : GERICO

TELEX 41915

EXPORT. 92216

W/QB

Référence à rappeler S.V.P.

Marseille, le 16 avril 1962

Case Colbert 881

R. COPIE 1340

N° D.R.P. 67.1.12.088.0.116

BARR SHIPPING COMPANY INC,  
44, Beaver Street,

NEW-YORK 4 .N.Y

RECOMMANDÉE

## BORDEREAU D'EXPÉDITION

Nous avons l'avantage de vous informer que nous avons chargé à votre adresse :

MARQUES	NUMÉROS	NOMBRE	EMBALLAGE	CONTENU	POIDS	VALEUR EN FRS Frais d'importation
Etiquettes : BARR SHIPPING COMPANY INC, 44 Beaver Street NEW-YORK 4.N.Y pour compte de Monsieur DIANACOPOULOS 3591 Rue Northcliffe MONTREAL				2 malles objets personnels de collection	137 Kg	

EXPÉDITEUR : Monsieur Vincent DIANACOPOULOS à MONTREAL

DESTINATAIRE : Monsieur Vincent DIANACOPOULOS 3591 Rue Northcliffe N.D.G. MONTREAL  
à sa disposition

Par S/S EXEMPLAR du 16.4.62 pour NEW-YORK  
Fret ~~payables au porteur~~ à régler à destination  
Aux conditions : de FOB MARSEILLE  
Assigné à faire suivre : NP 58.96 suivi en remboursement sur connaissance de l'AMERICAN EXPORT LINES  
(RUIS)  
Remboursement à faire suivre :  
Assurance couverte par : sans assurance de notre part.

COMMISSAIRE D'AVARIES à :

Il est rappelé que le recours des assureurs doit être légalement réservé contre le transporteur ou tous tiers responsables : le rapport d'expertise devra être accompagné du connaissances et de l'échange de correspondances avec l'armateur ou son représentant.

OBSERVATIONS PARTICULIÈRES :

Copie à :

Pièces jointes : 1 exemplaire de connaissance original ( le second suit par prochain courrier )  
notre note de frais.

1 jeu de 3 clés.

Pour SOCIÉTÉ DE TRANSPORTS INTERNATIONAUX GEHRIG & Cie :

Printed in U. S. A.

(Uniform Domestic Straight Bill of Lading, adopted by Carriers in Official, Southern, Western and Illinois Classification territories, March 15, 1922, as amended August 1, 1930, and June 15, 1941.)

**UNIFORM STRAIGHT BILL OF LADING --- Original --- Not Negotiable**

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and transported by this or its own or any line otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written herein contained, including the conditions on back thereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

NAME OF INITIAL TRANSPORTATION COMPANY ( - )

THE NEW YORK CENTRAL RAILROAD COMPANY

( - ) 1

STOP this car at

FOR

WEIGHT IN TONS

Gross      Tare      Net

LENGTH OF CAR

MARKED CAPACITY OF CAR

Ordered      Furnished

Stenciled Weight of Car

CAR INITIALS AND NUMBER

KIND #

SPOT (LCL)

CL TRANSFERRED TO

FREIGHT BILL DATE

FREIGHT BILL NO.

WAYBILL DATE

WAYBILL NO.

REF: 4724  
DATE: 6/11/62

ORIGIN ROAD CODE

NO. AND INITIALS

AT ( )

NO. ( )

B/A ( )

STATION

STATE

FROM (SHIPPER)

**BARR SHIPPING CO., INC. AS AGENTS**

BILL OF LADING DATE

BILL OF LADING NO.

INVOICE NO.

CUSTOMER'S NO.

# KIND OF CAR: AR-AUTO RACK, AP-AUTO PARTS,  
B-BOX, CH-COV, HOPPER, G-GONDOLA, H-HOPPER,  
F-FLAT, R-REFGR, S-STOCK, T-TANK, V-BOX VENT.

CONSIGNMENT TO

(Mail or street address of consignee—For purposes of notification only.)

**COLLECTOR OF CUSTOMS-CHAMPLAIN, NEW YORK  
VINCENT DIANACOPOULOS**

DESTINATION

STATE OF

COUNTY OF

**3591 RUE NORTHLIFFE, MONTREAL, CANADA**

ROUTE (For Shipper's Use Only) NOTIFY:

**A.W.W. KYLE CO., LTD.  
355 ST. NICHOLAS ST. MONTREAL, CANADA**

Subject to Section 7 of Conditions, if the shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Note—where the rate is dependent upon value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

SHIPPER'S SPECIAL INSTRUCTIONS

C.	AMOUNT	WEIGHED AT
O.	\$ FEE	GROSS
D.	\$ TOTAL	TARE
	Received \$ to apply in prepayment of the charges on the property described hereon.	AL'NGE
	Agent or Cashier.	NET
YES	NO	Per (The signature here acknowledges only the amount prepaid.)
DELIVERING CARRIER	PICK-UP SERVICE	Charges advanced:
<b>MAISLIN BROS.</b>		\$ <b>FREIGHT COLLECT</b>
DELIVERY SERVICE REQUESTED	YES NO	IF CHARGES ARE TO BE PREPAID, WRITE OR STAMP HERE <b>"TO BE PREPAID."</b>

SHIPPER **BARR SHIPPING CO., INC.**  
PERMANENT POST OFFICE  
ADDRESS OF SHIPPER **44 BEAVER ST. NEW YORK, NEW YORK**AGENT **R. A. O'NEIL**  
PER

NO. PKGS.	DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	*WEIGHT (Subject to Correction)	RATE	FREIGHT	ADVANCES	PREPAID
TWO CS. HOUSEHOLD EFFECTS  "RELEASE VALUE 10¢ PER LB."		295 lbs.				

MARKED:  
**BARR SHIPPING CO., INC.**  
**44 BEAVER STREET**  
**NEW YORK 4, NEW YORK**  
**POUR COMPTE DE**  
**MONSIEUR DIANACOPOULOS**  
**3591 RUE NORTHLIFFE**  
**MONTREAL**

**IN BOND**

WE HEREBY CERTIFY THAT THE PROPERTY COVERED  
BY THIS RECEIPT WAS IMPORTED ON THE  
S. S. **KRIMPLAR**  
FROM **MARSEILLE**  
ARRIVING **5/17/62**  
AND HAS  
BUT IS IT NOT  
FROM SHIP  
BARR SHIPPING COMPANY, INC.

## **CONTRACT TERMS AND CONDITIONS**

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or to the cargo caused by the act of God, or by any other cause, except the actual damage, if any, or act or default of the shipper or owner of the property, or by striking. The carrier's responsibility shall be that of common carrier only, for losses or damage sustained by the occurrence after the expiration of the free time allowed by tariffs lawfully on file (such only time to be computed from arrival), provided, after the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given notice of the placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes.

(c) In case of quarantining the property may be discharged at risk and expense of carrier into quarantine or elsewhere, or by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expense of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been enforced by their officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, error, or mistake or inaccuracy in any information furnished him by his consignor, as to quantity, quality, or value of property. The carrier shall hold the carter's name and any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by the contract into any place against the quarantine laws or regulations in effect at such place.

or contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market, or otherwise than as conveniently disposed. Every car or vessel shall have a right to call for physical necessity to forward said property, or to make arrangements for its delivery and removal of destination, as may be required by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing, the reduced value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) The condition precedent to recovery claims must be filed in writing with the receiving or destination carrier, or carrier issuing bill of lading, or carrier on whose line the loss, damage, injury or delay occurred, within nine months after delivery of the property or, in case of export traffic, within nine months after delivery at port of export or, in case of failure to make delivery, than within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the above provisions, the carrier shall not be liable for such claims.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of such carrier.

**Sec. 3.** Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperation and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignor), and if so delivered shall be subject to a lien for elevator charges in addition to all

**Sec. 4.** (a) Property not removed by the party entitled to receive it within the free time allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, may, be kept in vessel, car, depot, warehouse or place of delivery of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

the part of the carrier, and subject to a limit for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party, entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier. Provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused and remains unclaimed, in such case may be, and that it will be subject to sale under the terms of the bill of lading. If disposition is not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or if shipped under notify, the name of the party to be notified, and the time and place of sale, on a newspaper for two consecutive weeks, in one or more principal circulation at the place of sale, or nearest place where such newspaper is published. Provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent damage thereto, for the benefit of the owner, sell such property at the earliest opportunity, publish notice of such sale, and cause notice to be given to the consignor or owner of the refusal of this property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the excesses of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the above paragraph (c) is not feasible, it is agreed that, nothing con-

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(f) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires, special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

(f) Property destined to or taken from a station, wharf, or landing at which there is no regularly appointed freight agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and, except in case of carrier's

**Sec. 3** No carrier hereunder will carry or be liable in any way for any documents, specific or for any articles of equipment, machinery, or supplies, which are shipped by the shipper, receiver, or owner at risk or owner after unloaded from car or vessel, and, except in case of carelessness, negligence, when received from or delivered to such stations, wharves, or landings shall be at owner's risk until the articles are carried to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels.

Sec. 3. No carrier hereunder will carry or be liable in any way for any documents, species, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense as deposited, without compensation.

goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property, but, except in those instances where it may lawfully be authorized to do so, no carrier by railroad shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinbefore provided) shall not be liable for such charges. Provided, that, where the carrier has been instructed by the shipper or consignor to deliver and transport to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges, unless he (she) which may be found to have received the property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to have received the property has been delivered to him, if the consignee (s) is an agent only and has no beneficial title in said property, and (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title; and, if the carrier of this bill of lading is reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property, end, in such cases the shipper or consignor, or in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. On shipments reconsigned or diverted by an agent who has furnished the carrier in the reconignment or diversion order with a notice of agency and the proper name and address of the beneficial owner, and where such shipments are refused or abandoned at ultimate destination, the said beneficial owner shall be liable for all legally applicable charges in connection therewith. If the consignor or divisor has given to the carrier erroneous information as to who the beneficial owner is, such reconsignor or divisor shall himself be liable for all such charges.

carrier erudite information as to who the beneficial owner is, such reconsignor or divisor shall himself be liable for all such charges. If a shipper consigns or diverts a shipment of property (other than a prepaid shipment) it also the consignee named in the bill of lading and consigned to the time of delivery, (a) in writing, a delivering carrier by railroad (to) to deliver such property at destination to another party, (b) that such party can be identified, and (c) that delivery is to be made to such party only upon payment of all transportation charges in respect of the transportation of such property, then such party shall be liable by the carrier to such party without such payment, such shipper or consignor shall not be liable (at shipper, consignor, consignee, or otherwise) for such transportation charges but the party to whom delivery is to made shall in any event be liable for transportation charges billed against the property at the time of such delivery, and also for any additional charges which may be found to be due after delivery of the property, except that if such party prior to such delivery has notified in writing the delivering carrier that he is not the beneficial owner of the property, and has given in writing to such delivering carrier the name and address of such beneficial owner, such party shall not be liable for any additional charges which may be found to be due after delivery of the property, but if the party to whom delivery is made has given to the carrier erroneous information as to the beneficial owner, such party shall nevertheless be liable for such additional charges. If the shipper or consignor has given to the delivering carrier erroneous information as to who the beneficial owner is, such shipper or consignor shall himself be liable for such transportation charges, notwithstanding the foregoing provisions of this article and irrespective of any provisions to the contrary in the bill of lading or in the contract of transportation under which the shipper or consignor has contracted.

Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid by the consignee according to the rates in effect.

Where delivery is made by a common carrier by water the foregoing provisions of this section shall apply, except as may be inconsistent with Part III of the Interstate Commerce Act.

**Sec. 8.** If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's agreement to the terms printed on the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same, were, written or made in, or in conjunction with, this bill of lading.

at the same were written or made in or in connection with this bill of lading.

Sec. 9. (a) If all or any part of said property is carried by water over any part of said route, and loss, damage or injury to said property occurs while the same is in the custody of a carrier by water the liability of such carrier shall be determined by the bill of lading of the carrier, provided that in bills of lading being such bill of lading if the property is transported by such water carrier thereunder and by and under the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all the terms and provisions of, and all the agreements contained therein contained by the Act of Congress of the United States, approved on February 13, 1933, and entitled "An act relating to the regulation of vessels, etc." and of other statutes of the United States according carriers by water the protection of limited liability, as well as the Tolls, fees and subdivisions of this section, and to the conditions contained in this bill of lading not inconsistent with this section, when this bill of lading bears or is made in accordance with the same.

and to the conditions contained in this bill of lading not inconsistent with this section, when this bill of lading becomes the bill of lading of the carrier by water.

(b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of tanks, unless caused by the design or neglect of such carrier.

(c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manfed, equipped, and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from collision, standing, or other accidents of navigation, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrying any or all of the property herein described shall be at liberty to call at any port or ports, or out of the customary route, to tow and be towed, to transfer, tranship, or light, to load and discharge goods at any time, to assist vessels in distress, to deviate

for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such charter shall not be responsible for any loss or damage to property if it is necessary or is usual to carry the same upon deck.

(d) General Average shall be payable according to the York-Antwerp Rules of 1924, Sections 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the laws and usages of the Port of New York. If the owners have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or congenital defect in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the owners shall not be liable for any general average, nor shall they be liable for any special charges incurred in respect of the cargo, and shall contribute with the shipowners in proportion thereto to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the removal, benefitting or relieving of any vessel, cargo or property.

(e) If the property is being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this clause shall be modified in accordance with the tariff provisions, which shall be read as incorporated into the provisions of this liability clause.

(f) The term "water carriage" in this section shall not be construed as including lighterage in or across rivers, harbors, or lakes, when performed by or on behalf of rail carriers.

when performed by or on behalf of rail carriers.

Sec. 10. Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original terms.



**INSTRUCTIONS**

Consult customs officer or Part 18, Customs Regulations, for the appropriate number of copies required for entry, withdrawal, or manifest purposes.

For the purpose of transfer under the cartage or lighterage provisions of a proper bond to the place of shipment from the port of entry, extra copies bearing a stamp or notation as to their intended use may be required for local administration.

As the form is the same whether used as an entry or withdrawal or manifest, all copies may be prepared at the same time by carbon process, unless more than one vessel or vehicle is used, in which case a separate set of manifests must be prepared for each such vessel or vehicle.

Whenever this form is used as an entry or withdrawal, care should be taken that the kind of entry is plainly shown in the block in the upper right-hand corner of the face of the entry.

**RECORD OF CARGO OR LIGHTERAGE**

**Delivered to Cartman or Lighterman in apparent good condition except as noted on this form**

CONVEYANCE	QUANTITY	DATE	DELIVERED	RECEIVED	RECEIVED
			(Inspector or Warehouse Officer)	(Cartman or Lighterman)	(Date) (Inspector)
			(Inspector or Warehouse Officer)	(Cartman or Lighterman)	(Date) (Inspector)
			(Inspector or Warehouse Officer)	(Cartman or Lighterman)	(Date) (Inspector)
TOTAL			(Warehouse proprietor)		

**CERTIFICATES OF TRANSFER. (If required)**

I certify that within-described goods were transferred  
by reason of \_\_\_\_\_  
to \_\_\_\_\_  
on \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_  
and sealed with \_\_\_\_\_ or seals  
Nos. \_\_\_\_\_, and that  
goods were in same apparent condition as noted on  
original lading except \_\_\_\_\_

Inspector, Conductor, or Master.

I certify that within-described goods were transferred  
by reason of \_\_\_\_\_  
to \_\_\_\_\_  
on \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_  
and sealed with \_\_\_\_\_ or seals  
Nos. \_\_\_\_\_, and that  
goods were in same apparent condition as noted on  
original lading except \_\_\_\_\_

Inspector, Conductor, or Master.

**INSPECTED**

at \_\_\_\_\_  
on \_\_\_\_\_, 19\_\_\_\_\_  
and seals found \_\_\_\_\_

If transfer occurs within city limits of a customs port or station, customs officers must be notified to supervise transfer.

**INSPECTOR'S REPORT OF DISCHARGE AT DESTINATION**

To THE COLLECTOR OF CUSTOMS: Delivering line \_\_\_\_\_, Station \_\_\_\_\_, Car No. \_\_\_\_\_, Initial \_\_\_\_\_, to be submitted \_\_\_\_\_, 19\_\_\_\_\_.

Arrived \_\_\_\_\_, 19\_\_\_\_\_, Condition of car \_\_\_\_\_, of seals \_\_\_\_\_, D. Y. of packages \_\_\_\_\_.

DATE OF DELIVERY TO IMPORTER, OR GEN. ORDER	PACKAGES	NO. AND KIND OF ENTRY OR GENERAL ORDER	BONDED TRUCK OR LIGHTER NO. & DATE	CONDITIONS, ETC.

I certify above report is correct.

82303

Subject Person No. 43377  
John Thompson, Inspector.

TÉL. 20.80.80 (5 lignes)

R. C. 57 B 1340

Télégrammes : GERICO

TELEX 41915

C. C. P. Marseille 350.61

N° D'ID. 67.1.13.055.0.116

# GEHRIG S. A.

SOCIÉTÉ DE TRANSPORTS INTERNATIONAUX GEHRIG & Cie

SOCIÉTÉ ANONYME AU CAPITAL DE 20.000.000 DE FRANCS

Commissionnaires en Douane (Agrément N° 2.490) — Groupeurs Agréés (Licence N° G 1.149)

115, Rue de l'Évêché, 115 • MARSEILLE (2<sup>e</sup>)

EXPORT 92216  
W/OB  
Référence à rappeler, s. v. p.

Marseille, le 16 avril 1962  
B. P. Colbert 881

## Note de frais pour

Votre Référence

M BARR SHIPPING COMPANY INC. 44, Beaver Street NEW-YORK 4. N.Y

Doit

Concerne : Etiquettes : BARR SHIPPING COMPANY INC., 44, Beaver Street NEW-YORK 4.N.Y pour compte de Monsieur DIANACOPOULOS 3591 Rue Northcliffe à MONTREAL

2 malles effets personnels de collection 133 Kg par s/s "EXEMPLAR" du 16.4.62 pour NEW-YORK

Cette note est établie aux conditions générales de nos tarifs qui, de convention expresse, lui sont intégralement applicables. Par le seul fait de l'utilisation de nos services, nos clients sont réputés connaître et accepter ces conditions. Il est spécialement rappelé que la présente note est payable à MARSEILLE, au comptant, dès sa réception ; que son montant toujours dû, même en cas de sinistre, ne peut être retardé ni réduit, sous prétexte de pertes, retards, avances, différences ou pour tout autre motif ; que les Tribunaux de MARSEILLE sont seuls compétents pour juger de toutes contestations éventuelles et que nos traités, s'il en est créé, ne font pas dérogation à cette règle absolue. — Notre responsabilité ne dépasse pas celle des Compagnies de transports et d'assurances utilisées. Aucune assurance n'est couverte sans un ordre formel et chaque fois répété.

Frais fixes par connaissance	25,85
Assigné de l'expéditeur	
Payé à l'arrivée avis	0,65
Déchargement et dégroupage	
Stationnement en gare, à quai	
De gare <del>au dépôt</del> arrivée <del>au terminal</del> à <del>au quai</del> bord vapeur départ	16,70
Supplément passage en magasin (magasinage, entrée et sortie de magasin, camionnage supplémentaire)	
Assurance en magasin contre incendie	
Intervention, péage	
Honoraires d'agréé en douane Barème C NF 4.400 x 4,5 %/22	1,98
Frais de préparation des colis, cerclage, fournitures	6,50
Marquage des colis	
Formalités spéciales	
Embarquement	
Fret <del>à</del> payable à destination	
Assurance maritime et/ou terrestre	
Visa licence d'exportation, engagement de change	
Décharge d'acquit de régie, de bon de sortie, D. 45	
Taxe 2 %/oo	
Correspondance, port de lettres, téléphones, télex, télégrammes, télex	6,50
Avance de fonds, taxe de remboursement	
Taxe 5 %/oo sur Fr.	
Taxe légale 9,29 % sur Fr. 8,48	0,78
TOTAL A VOTRE CHARGE NF	58,96

SUIVI EN REMBOURSEMENT SUR CONNAISSEMENT DE L'AMERICAN EXPORT  
LINES, Inc ( RUIS )

Annexes :

# AMERICAN EXPORT LINES

INC.  
39 BROADWAY, NEW YORK 6, N. Y.

TELEPHONE DIGBY 4-3000

## ARRIVAL NOTICE AND FREIGHT BILL

2

DATE  
**8 4/25/62**

VESSEL SHOWN BELOW DISCHARGING AT

PIER C HOBOKEN

TO  
**BARR SHIPPING CO.  
44 BEAVER ST.  
NEW YORK 4, N.Y.**

**TO AVOID UNNECESSARY STORAGE CHARGES, AND FOR SUGGESTIONS REGARDING CLEARANCE, PLEASE REFER TO DELIVERY TERMS ON BACK OF THIS NOTICE.**

NOTIFY:

DUE TO ARRIVE  
**5/18/62**

ON S. S.

**EXEMPLAR**

VOYAGE

**65**

FROM

**MARSEILLES**

B/L NO.

**5**

DESCRIPTION OF SHIPMENT

FREIGHT AND CHARGES

**2 TRUNKS PERS. EFFECTS**

**51.27**

**RECEIVED**

**TOTAL**

#### TIME LIMITS

hereby given that as of May 1st, 1941, Free Time allowed on all import cargo at piers in New York Harbor shall be FIVE (5) DAYS (exclusive of Saturdays, Sundays and Legal Holidays).

Customs permit should be lodged

Carriers do not waive any provisions of the Bill of Lading and reserve right to require goods removed earlier in accordance with Bill of Lading conditions.

#### REMOVAL OF CARGO

Prior to removal of cargo from pier, consignees are required to surrender an original endorsed Bill of Lading and to pay freight and charges (if any) at address shown on this notice in exchange for Delivery Order, and to make arrangements to enter through United States Customs at New York. Please note that presentation

shipper's U. S. Agent, Representative, or

Arrangements for customs entry at New York and for transportation of cargo from pier to final destination must be made by consignee, by anyone in New York properly authorized to represent consignee, or by a Customs Broker of consignee's choice. Consult your classified telephone directory under "Custom House Brokers" for a list of their services on a fee basis.

BARK SHIPPING CO. INC.

1967 MAY 14 AM 9:36

RECEIVED

understood that we do not waive our right of lien on the cargo until the freight charges are paid.

# SOCIÉTÉ DE TRANSPORTS INTERNATIONAUX GEHRIG & Cie

— TRANSIT —  
SURVEILLANCE  
AFFRÈTEMENTS

EXPORT. 922I6  
W/OB  
Référence à rappeler s.v.p.

— SOCIÉTÉ ANONYME AU CAPITAL DE 10.000.000 DE FRANCS —

TRANSPORTS MARITIMES, TERRESTRES, FLUVIAUX ET AÉRIENS

Commissionnaires en Douane (Agréé N° 2.490) — Groupeurs Agréés (Licence N° G 1.149)

115, Rue de l'Évêché, 115 MARSEILLE (2<sup>e</sup>)

TÉL. 20.80.80 (5 lignes)  
C. C. P. Marseille 350.61

Télégrammes : GERICO  
TÉLEX 41915

R.C. 57 B 1340  
N° D'ID. 67.1.13 055.0.116

Marseille, le 16 avril 1962  
Case Colbert 881

BARR SHIPPING COMPANY INC,  
44, Beaver Street,

NEW-YORK 4 .N.Y

RECOMMANDÉE

## BORDEREAU D'EXPÉDITION

Nous avons l'avantage de vous informer que nous avons chargé à votre adresse :

MARQUES	NUMÉROS	NOMBRE	EMBALLAGE	CONTENU	POIDS	VALEUR EN FRS Frs Métropolitains
Etiquettes : BARR SHIPPING COMPANY INC, 44 Beaver Street NEW-YORK 4.N.Y pour compte de Monsieur DIANACOPOULOS 359I Rue Northcliffe MONTREAL				2 malles objets personnels de collection 133 k <sup>g</sup>		

EXPÉDITEUR : Monsieur Vincent DIANACOPOULOS à MONTREAL

DESTINATAIRE : Monsieur Vincent DIANACOPOULOS 359I Rue Northcliffe N.D.G. MONTREAL  
à sa disposition

Par S.S EXEMPLAR du 16.4.62 pour NEW-YORK

Fret payé par l'expéditeur à régler à destination

Aux conditions : de FOB MARSEILLE

Assigné à faire suivre : NF 58,96 suivi en remboursement sur connaissance de l'AMERICAN EXPORT LINES

(RUYS)

Remboursement à faire suivre

Assurance couverte par : sans assurance de notre part.-

COMMISSAIRE D'AVARIES à :

Il est rappelé que le recours des assureurs doit être légalement réservé contre le transporteur ou tous tiers responsables ; le rapport d'expertise devra être accompagné du connaissance et de l'échange de correspondance avec l'armateur ou son représentant.

OBSERVATIONS PARTICULIÈRES :

Copie à :

Pièces jointes : 1 exemplaire de connaissance original ( le second suit par prochain courrier )  
notre note de frais.-

1 jeu de 3 décls.

Pour SOCIÉTÉ DE TRANSPORTS INTERNATIONAUX GEHRIG & Cie :

— 21254721 —  
NUMBER ONE  
AUGUST 1978

## **CONDITIONS GÉNÉRALES**

**Article premier.** — Les prix cotés ne sont valables que s'ils sont acceptés dans un délai de 15 jours et si l'expédition a lieu selon les instructions d'acheminement qui devront nous être demandées au préalable.

No cotations sont basées sur les cours de change, tarifs, règlements et conventions en vigueur le jour de l'offre dans les Administrations ou autres entreprises utilisées, sont données sans distinction d'itinéraire ou de moyen de transport.

**Article 2. —** Sauf stipulations contraires dans l'offre, nos cotations ne comprennent que les frais normaux de transport et/ou manutention, et excluent notamment ces impôts, droits et taxes divers, et s'entendent sans couverture ni assurance.

Article 3. Les déclarations corrigées doivent être renvoyées pour chaque envoi; les modifications d'ordre général et permanent n'étant possibles. N° 4. La date de l'envoi est celle des témoins, et celle des poids déclarés par les clients ne sont obligatoires pour nous. Nos clients conservent seuls la responsabilité de toutes les conséquences provenant de déclarations ou documents erronés, incomplets

**Article 4.** — Les formalités consulaires ne sont remplies, au mieux de nos connaissances et capacités, que pour faciliter la clientèle, mais il est à craindre que les douaniers étrangers à cet effet nous en demandent tout ce qu'ils jugeront nécessaire ou utile, quelque chose que ce soit notamment en fait de l'application de droits de douane plus élevés, amendes de toutes sortes, taxes ou emboîtements coûtaillers augmentés.

Article 5. - Toute la marchandise est couverte que sur ordre écrit répété pour chaque expédition, soit par police spéciale, soit au moyen de la police générale, dont l'original est tenu à la disposition des clients, et sous exclusion de toute responsabilité personnelle la police étant soumise auprès des compagnies notamment solvables au moment de la couverture. A défaut de protestation, les conditions de la police sont réputées agréées par les expéditeurs et destinataires.

Nous savons que lorsque l'assurance est facturée c'est pas au tous les assurés que se sont faites à restant nous n'avons pas d'autre moyen de faire passer la stabilité personnelle à quelque titre que ce soit; l'indemnité d'assurance

Aucune réclamation ne sera admise sans la production du dossier réglementaire réclamé par les assurés, notamment à certificat.

**Article 6.** — Notre responsabilité pour toutes opérations est strictement limitée à celle exercée par les Compagnies Transporteuses ou autre mandataire substitué auxquels nous nous adressons pour l'exécution du mandat confié. Que ce que soit notre qualité juridique de transporteur ou non, et quel que soit le type de service que nous fournissons, nous ne sommes tenus qu'à respecter nos droits et devoirs envers nos clients, c'est-à-dire sans encombre de responsabilité personnelle ou civile. Nos clients sont également seules autorisées à déclarer les marchandises et à déclarer les franchises, la sécurité, l'assurance et de connaissances, les documents nécessaires pour valider leur titre, tout au long de la chaîne d'assurance et de transport, jusqu'à la livraison à destination.

D'après les documents que nous avons reçus, il résulte qu'il peut être exigé de verser au Fonds à DEUX MILLE francs par mois et par tonne, en sus de la valeur en ville francs par tonne, et à l'UN franc par tonne pour les marchandises expédiées avec un étiquetage ou une préparation destinées au transport de cette livraison de responsabilité. Il aurait été nécessaire d'allonger la période de facture de la marchandise, si au moment de sa mise en libellé d'expédition.

Article 7. — La compagnie fait aux prestes des Compagnies de Navigation aux conditions qui nous régissent vis-à-vis d'elles. Les marchandises en cours de transit, soit à l'exportation, soit à l'importation, celles en prolongation de séjour à destination, ou celles en retour, ne sont pas garanties par nous contre les risques de mort, de perte ou d'avaries ou autres, sauf dans l'assurance mentionnée à cet effet. Aucun recours ne peut être obtenu contre nous pour retards, avaries ou autres dommages, si les constatations répétées et les évaluations légales au transporteur n'ont pas été faites par le destinataire ou le receveur dans les délais légaux.

**Article 8.** — Nous avons la Faculté d'employer toutes voies et moyens à notre convenance pour l'acheminement des marchandises qui nous sont confiées, ainsi que tous intermédiaires-commissionnaires et/ou transporteur dans lesquels nos dispositions sont par avance réputées agréées par les clients, même en l'absence de notification spéciale de notre part.

**Article 9.** — Les marchandises présentant un danger à quelque titre que ce soit ne seront considérées acceptées par nous que si, le ayant attiré notre attention sur leurs propriétés particulières préalablement à l'expédition, nous donnons notification de leur danger à l'expéditeur ayant mis en route.

Article 10. — Les denrées d'usage et de consommation ne seraient pas retournées dans les délais voulus peuvent être vendues ou disposées par nous et nous ne pourrons prétendre recevoir un montant supérieur au produit

**Article 41.** — Nous autorisons l'effacement provisoire de ces marchandises dans les conditions des articles 92 et 95 du Code de

Article 12. Nos commettent à responder tout ce qui concerne le paiement des frais exposés pour l'exécution des opérations qu'ils nous ont fait faire ou faire faire par d'autrui. Ils sont tenus de nous couvrir des dits frais à notre première demande, même si nous avons

Article 13. - Le paiement des remboursements n'a lieu qu'après leur rentree totale et définitive. Sauf ordre écrit et précis pour  
compte en cas de litige, le paiement ne peut être fait qu'à moins que l'ordre n'indique une date limite d'encaissement.

**Article 14.** — Les clients devront nous adresser, lors de la transmission de l'ordre de transport, provision pour les frais d'expédition.

Nos factures sont payables à Marseille, à réception, tel, sur le compte des clients contre remboursement et les drages de son

**Article 15.** Tous les droits de recours ou de réclamation contre nous sont prescrits au bout d'une année courant à partir de la date de l'acte litigieux.

**Article 15.** — Tous les droits de recours ou de réclamation contre nous sont prescrits au bout d'une année courant à partir de la naissance de chacun de ces droits et en tant que, d'après la loi, pour une raison quelconque, ils ne sont pas périssés auparavant.

**FRANK B. HALL & CO., INC.**  
**INSURANCE BROKERS AND AVERAGE ADJUSTERS**

67 WALL STREET, NEW YORK 5, N.Y.

Claim No. 3806  
 S.S. "EXEMPLAR"  
 Fire in No. 5 Hold  
 April 20th, 1962

.....

April 26, 1962

**TO THE CONSIGNEES:-**

We regret to report this vessel, while enroute from various Mediterranean Ports to United States East Coast Ports, with general cargo, via Barcelona, Spain, to load additional cargo, sustained a fire in No. 5 Hold on April 20th, 1962, which was extinguished by CO 2 and flooding the hold with water. Thereafter, all cargo was discharged from No. 5 Hold, at Barcelona, for survey, reconditioning, etc.

In consequence, certain sacrifices and expenditures have been and may yet be incurred for the general safety, which in law are known as General Average, and as such must be apportioned over and paid for by ship, freight and cargo according to their respective salved values.

We have been appointed the General Average Adjusters and as such will prepare the Adjustment outlining the sacrifices made and expenses incurred as a result of this casualty. In order that the cargo in which you are concerned can be delivered without delay, we request that you furnish us with the General Average Security at the earliest possible moment, as follows:-

1. The enclosed Average Agreement should be executed by an Officer of your firm, or someone having the Power of Attorney; the capacity in which he signs should be indicated.
2. The Guarantee of your Insurance Company, if they are admitted to do business in the United States, in lieu of the Guarantee, a Cash Deposit, the amount of which cannot be determined at this time.

TO THE CONSIGNEES:-

.....

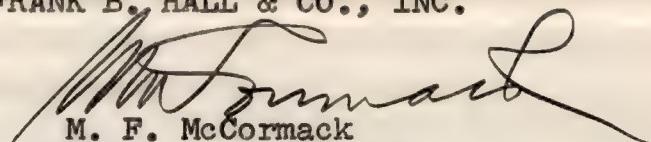
- (Cont'd) 2. If you are insured with an Underwriter authorized to do business in the United States, you should request them to furnish us with their Guarantee as soon as possible.
3. Copy of the Applicable Invoice.
4. If your consignment has sustained loss or damage, kindly present your claim for Allowance in General Average to us as well as to your Underwriters. It should be noted that allowance in General Average for loss of or damage to cargo is made on the same basis as the Contributory Value, that is to say, market value at the port of destination less contingent expenses.

As the vessel is expected to arrive at the first U.S. discharge port on May 9th, we urge your immediate compliance with the foregoing, to avoid any undue delay in the delivery of your cargo after the vessel's arrival.

Thank you for your cooperation.

Very truly yours,

FRANK B. HALL & CO., INC.



M. F. McCormack  
Adjusting Department

MFMCC:emcm  
(Encl:)

RECEIVED

1962 APR 27 AM 9:28

BAR SHIPPIING CO. INC.

Printed in U. S. A.

(Uniform Domestic Straight Bill of Lading, adopted by Carriers in Official, Southern, Western and Illinois Classification territories, March 15, 1922, as amended August 1, 1930, and June 15, 1941.)

**UNIFORM STRAIGHT BILL OF LADING --- Original --- Not Negotiable**

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and described as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, in such over road or flat car or train, otherwise, to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of this contract, including the conditions on back hereto, which are hereby agreed to by the shipper and accepted for himself and his assigns.

**MAISLIN BROD. TRANSPORT CO.****THE NEW YORK CENTRAL RAILROAD COMPANY**

NAME OF INITIAL TRANSPORTATION COMPANY

STOP this car at	FOR	WEIGHT IN TONS			LENGTH OF CAR		MARKED CAPACITY OF CAR		Stenciled Weight of Car
		Gross	Tare	Net	Ordered	Furnished	Ordered	Furnished	
CAR INITIALS AND NUMBER	KIND #	SPOT (LCL)	CL TRANSFERRED TO		FREIGHT BILL DATE	FREIGHT BILL NO.	WAYBILL DATE	WAYBILL NO.	
REF:4724 DATE:6/11/62			ORIGIN ROAD CODE NO. AND INITIALS	AT ( ) NO. B/A ( )	STATION	STATE			

**BARR SHIPPING CO., INC. AS AGENTS**

BILL OF LADING DATE	BILL OF LADING NO.	INVOICE NO.	CUSTOMER'S NO.	# KIND OF CAR: AR—AUTO RACK. AP—AUTO PARTS. B—BOX. CH—GOV. HOPPER. G—GONDOLA. H—HOPPER. P—FLAT. R—REFGR. S—STOCK. T—TANK. V—BOX VENT.
CONSIGNMENT COLLECTOR OF CUSTOMS-CHAMPLAIN, NEW YORK VINCENT DIANACOPOULOUS			C. \$ O. \$ D. \$  RECEIVED \$ to apply in prepayment of the charges on the property de- scribed hereon.  PICK-UP SERVICE YES      NO  DELIVERY SERVICE REQUESTED YES      NO	AMOUNT
DESTINATION STATE OF 3591 RUE NORTHCLIFFE, MONTREAL, CANADA				WEIGHED AT
NOTIFY: A.W.W. KYLE CO., LTD. 355 ST. NICHOLAS ST. MONTREAL, CANADA				GROSS
Subject to Section 7 of Conditions, if the shipment is to be delivered to the consignee without recourse on the consigner, the con- signer shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.				TARE
Note—where the rate is dependent upon value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding			AL'NCE	
PER *If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."			NET	
SHIPPER'S SPECIAL INSTRUCTIONS			IF CHARGES ARE TO BE PRE- PAID, WRITE OR STAMP HERE <b>"TO BE PREPAID."</b>	

**IN BOND**

SHIPPER BARR SHIPPING CO., INC. PERMANENT POST OFFICE 44 BEAVER ST. NEWYORK, NEWYORK		AGENT R. A. ONEIL	BARR SHIPPING CO., INC.	
ADDRESS OF SHIPPER	NO. PKGS.	DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	WEIGHT (Subject to Correction)	RATE
TWO CS. HOUSEHOLD EFFECTS  "RELEASE VALUE 10¢ PER LB."			293 lbs.	FREIGHT ADVANCES PREPAID

MARKED:  
BARR SHIPPING CO., INC.  
44 BEAVER STREET  
NEW YORK 4, NEWYORK  
POUR COMPTE DE  
MONSIEUR DIANACOPOULOS  
3591 RUE NORTHCLIFFE  
MONTREAL

29. NY 85 8 81 NAP  
0107 THE A.W.W.C.O.L.T.O.

RECEIVED

JUN 13 1962

*Smile*  
MAISLIN TRANSPORT, INC.

## CONTRACT TERMS AND CONDITIONS

**Sec. 1.** (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for pilferage or shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time allowed by tariff lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cargo or from acts or strikes.

(c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be retained by carrier at owner's expense to shipper's point, earning freight both ways. Quarantine expenses of whatever nature shall be borne in respect to property so detained by carrier, and the carrier shall be liable for loss or damage sustained by him in respect to such property, and by him in furnishing food, drink, or other articles required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees; nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

**Sec. 2.** (a) No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier on whose line the loss, damage, injury or delay occurred, within nine months after delivery of the property for, in case of export traffic, within nine months after delivery of port of export) or, in case of failure to deliver, within one month after reasonable time for delivery has elapsed, and such claim shall be instituted against the carrier only within two years and one day from the date when written notice of the claim was given to the carrier, or the carrier shall disallow the claim or any part or parts thereof as specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance. Provided, That the carrier reimburse the claimant for the premium paid thereon.

**Sec. 3.** Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary co-operation and baling at owner's cost. Each carrier over whom route cotton or cotton linens is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a carrier where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be delivered and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignee), and so delivered shall be subject to a fee for elevator charges in addition to all other charges hereunder.

(d) Property not removed by the party entitled to receive it within the free time allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, may be kept in vessel, car, depot, warehouse, or place of delivery of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and then held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(e) Where nonperishable property which has been transported hereunder to destination is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier must sell the same at public auction to the highest bidder, at such place as may be designated by the carrier. Provided, That the carrier shall first mail (sent), or given to the consignee notice that the property has been refused or remains undelivered, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition is not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned; or, if shipped under order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published. Provided, That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains undelivered was mailed, sent, or given.

(f) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale. Provided, That if time serves for notification to the consignee or owner of the refusal of the property to receive it, and unless for reasons of safety of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(g) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(h) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, prior care of the same requiring special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

(i) Property destined to or taken from a station, wharf, or landing at which there is no regularly appointed freight agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharves, or landings shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels.

**Sec. 5.** No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

**Sec. 6.** Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods shall be warehoused at owner's risk and expense or destroyed without compensation.

**Sec. 7.** The owner or consignee shall pay the freight and averages, if any, and all other lawful charges accruing on said property, but, except in those instances where it may lawfully be authorized to do so, no carrier by railroad shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariffs rates and charges thereon have been paid. The consignee shall be liable for the freight and all other lawful charges, except that if the consignee stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charge and the carrier contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinabove provided) shall not be liable for such charges. Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to the consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation or charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) unless and until he is shown to be the proper person to whom the property is to be delivered, if the consignee (a) has an agency and/or has no beneficial title in said property, and (b) prior to delivery of said property, has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title and, in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and, in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. On shipments reconsigned or diverted by an agent who has furnished the carrier in the reconsignment or diversion order with a notice of agency and the proper name and address of the beneficial owner, and where such shipments are refused or abandoned at ultimate destination, the said beneficial owner shall be liable for all legally applicable charges in connection therewith. If the reconsignor or divisor has given to the carrier erroneous information as to who the beneficial owner is, such reconsignor or divisor shall himself be liable for all such charges.

If a shipper or consignee of a shipment of property (other than a prepaid shipment) is also the consignee named in the bill of lading and, prior to the time of delivery, notifies, in writing, a delivering carrier by railroad (a) to deliver such property at destination to another party, and (b) gives to the carrier a power of attorney to make such delivery, and the carrier fails to do so, and also upon payment of all transportation charges to the beneficial owner of such property, and the delivery is made to such party to whom such party without such claim, such shipper or consignee shall not be liable (as shipper, consignor, consignee, or otherwise) for such transportation charges but the party to whom delivery is so made shall in any event be liable for transportation charges billed against the property at the time of such delivery, and also for any additional charges which may be found to be due after delivery of the property, except that if such party prior to such delivery has notified in writing the delivering carrier that he is not the beneficial owner of the property, and has given in writing to such delivering carrier the name and address of such beneficial owner, such party shall not be liable for any additional charges which may be found to be due after delivery of the property, but if the party to whom delivery is made has given to the carrier erroneous information as to who the beneficial owner, such party shall nevertheless be liable for such additional charges. If the shipper or consignor has given to the delivering carrier erroneous information as to who the beneficial owner, such shipper or consignee shall himself be liable for such transportation charges, notwithstanding the foregoing provisions of this paragraph, except where any provision to the contrary in the bill of lading or in the contract of transportation under which the shipment was made. The term "delivering carrier" means the fine-haul carrier making ultimate delivery.

Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it isascertained that the articles shipped are not those described in this bill of lading, the freight charges may be paid upon the articles actually shipped. Where delivery is made by a common carrier by water the foregoing provisions of this section shall apply, except as may be inconsistent with Part III of the Interstate Commerce Act.

**Sec. 8.** If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as the same were written or made in or in connection with this bill of lading.

**Sec. 9.** (a) If all or any part of said property is carried by water over any part of said route, and loss, damage or injury to or on board the vessel, or from explosion, bursting, hull or breakage or snags, unless caused by the design or neglect of such carrier or the carrier's crew, shall be the responsibility of the carrier. (b) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy, and properly manned, equipped, and supplied with all necessary stores, and has damaged or destroyed the vessel through the negligence, carelessness, or want of skill of the crew, or through the want of proper equipment, or from latent defects in hull, machinery, or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discovered by the carrier in due diligence), the shipper, consignee and/or owner of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

(c) General Average shall be payable according to the York-Antwerp Rules of 1924, Sections 1 to 15, inclusive, and Sections 17 to 29, inclusive, and as to matters not covered thereby, according to the laws and usages of the Port of New York. If the owner shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discovered by the carrier in due diligence), the shipper, consignee and/or owner of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

(d) The property is being carried under a tariff which provides that any carrier or carrier party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.

(e) The term "water carriage" in this section shall not be construed as including lightering in or across rivers, harbors, or lakes, when performed by or on behalf of rail carriers.

**Sec. 10.** Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be without effect; and this bill of lading shall be enforceable according to its original terms.

B&R SHIPPING CO. INC.  
82-15 MAR 9-26  
RECEIVED

N/Ré. EXP. 922I6 W/OB MARSEILLE, le ..... 21 avril 1962  
V/Réf.

Sans lettre d'accompagnement

BARR SHIPPING COMPANY INC,  
44, Beaver Street,

NEW-YORK 4 N.Y

Suite à notre bordereau du 16 avril, nous vous  
remettons sous ce pli le second exemplaire  
de connaissance original

*Avec les compliments de*

GEHRIG S. A.

115, Rue de l'Évêché - MARSEILLE (2<sup>e</sup>)

RECEIVED  
1962 APR 27 PM 2:21  
BARR SHIPPING CO. INC.

# AMERICAN EXPORT LINES, INC.

FORWARDING AGENT — REFERENCES

EXPORT DEC. No.

DELIVERING CARRIER TO STEAMER:

CAR NUMBER — REFERENCE

(SPACES IMMEDIATELY ABOVE FOR SHIPPERS MEMORANDA—NOT PART OF BILL OF LADING)

922 I6

## BILL OF LADING

SHIP	<b>EXEMPLAR</b>	FLAG	PIER	PORT OF LOADING
PORT OF DISCHARGE FROM SHIP	<b>NEW-YORK</b>			<b>MARSEILLE</b>

(THE SCOPE OF THE VOYAGE IS DESCRIBED IN CLAUSE 3 HEREOF)

SHIPPER **GERRIG S.A.** 115, rue de l'Evêché MARESILLE

CONSIGNEE: ORDER OF **BARR SHIPPING COMPANY INC.**, 44 Beaver Street NEW-YORK 4.N.Y

ADDRESS ARRIVAL NOTICE TO:

### PARTICULARS FURNISHED BY SHIPPER OF GOODS

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	CUBIC METERS	GROSS WEIGHT KILOS
<b>BARR SHIPPING COMPANY INC. 44 Beaver Street NEW-YORK 4.N.Y pour compte de Monsieur DIANACOPoulos 3591, Rue Northcliffe MONTREAL</b>	<b>2</b>	<b>MALLES EFFETS PERSONNELS DE COLLECTION</b>		<b>153 k<sup>g</sup></b>

**FREIGHT AT DESTINATION PAYABLE**

**RECEIVED** from the above named shipper, the goods or packages said to contain goods mentioned above, in apparent good order and condition, unless otherwise indicated in this bill of lading, to be transported subject to all the terms of this bill of lading with liberty to proceed via any port or ports within the scope of the voyage described herein, to the port of discharge or so near thereto as the ship can always safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transshipped on payment of the charges thereon. If the goods in whole or in part are shut out from the ship named herein for any cause, the Carrier shall have liberty to forward them under the terms of this bill of lading on the next available ship.

It is agreed that the custody and carriage of the goods are subject to the following terms on the face and back hereof which shall govern the relations, whatsoever they may be, between the shipper, consignee, and the Carrier, Master and ship in every contingency, wheresoever and whenever occurring and also in the event of deviation, or of unseaworthiness of the ship at the time of loading or inception of the voyage or subsequently, and none of the terms of this bill of lading shall be deemed to have been waived by the Carrier unless by express waiver signed by a duly authorized agent of the Carrier:

Kos. @ ..... per 1000 Kos \$ .....

Kos. @ ..... per 1000 Kos \$ .....

cm. 0,644 @ 60,00 per cub. meter \$ 38,64

cm. Collect Charges @ ..... per cub. meter \$ .....

cm. \$ 12,08 @ ..... per cub. meter \$ 12,63

ft. 5% in. @ ..... per 40 cub. ft. \$ .....

@ ..... per 2240 lbs. \$ .....

EMBOURSEMENT NF 58,96 \$ .....

FREIGHT TO BE PREPAID \$ 51,27

IN ACCEPTING THIS BILL OF LADING the shipper, consignee and owner of the goods agree to be bound by all of its stipulations, exceptions, and conditions, whether written, printed, or stamped on the front or back hereof, any local customs or privileges to the contrary notwithstanding.

IN WITNESS WHEREOF, the Master of the said ship has affixed to (Number) **DEUX / 2** bills of lading, all of this tenor and date, ONE of which being accomplished, the others to stand void.

Dated at **MARSEILLE** 15 APR. 1962

By **AMERICAN EXPORT LINES, INC., Agents  
FOR THE MASTER**

By **RUYS & C. S.A. AGENTS**  
B/L No. **5**

**ORIGINAL**

**(Terms continued from face of B/L)**

1. This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States of America, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act except as may be otherwise specifically provided herein shall govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the Carrier. The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery or mis-delivery, or loss of or damage to the goods occurring while the goods are not in the actual custody of the Carrier. If this bill of lading is issued in a locality where there is in force a Carriage of Goods by Sea Act or Ordinance or Statute of a similar nature to the International Convention for the Unification of Certain Rules Relating to Bills of Lading at Brussels of August 25, 1924, it is subject to the provisions stated in such Act, Ordinance and rules thereto annexed which may be in effect where this bill of lading is issued.

(a) The Carrier shall be entitled to the full benefit of, and right to, all limitations of, or exemptions from, liability authorized by any provisions of Sections 4231 to 4236 of the Revised Statutes of the United States and amendments thereto and of any other provisions of the laws of the United States or of any other country whose laws shall apply. If the ship is not owned by or chartered by demise to the "American Export Lines, Inc." (as may be the case notwithstanding anything that appears to the contrary) this bill of lading shall take effect only as a contract with the owner or demise charterer, as the case may be, as principal, made through the agency of the "American Export Lines, Inc." which acts as agent only and shall be under no personal liability whatsoever in respect thereof. It, however, it shall be adjudged that any other than the owner or demise charterer is carrier and/or bailee of the goods all limitations of and exonerations from liability provided by law or by the terms hereof shall be available to such other.

2. In this bill of lading the word "ship" shall include any substituted vessel, and any craft, lighter or other means of conveyance owned, chartered or operated by the Carrier used in the performance of this contract; the word "Carrier" shall include the ship, her owner, master, operator, demise charterer, and if bound hereby the time charterer, and any substituted carriers whether the owner, operator, charterer, or master shall be acting as carrier or bailee; the word "shipper" shall include the person named as such in this bill of lading and the person for whom account the goods are shipped; the word "consignee" shall include the holder of the bill of lading, properly endorsed, and the receiver and the owner of the goods; the word "charges" shall include freight and all expenses and money obligations incurred and payable by the goods, shipper, consignee, or any of them.

3. The scope of voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the advertised, geographical, usual or ordinary route or order, even though in proceeding thereto the ship may sail beyond the port of discharge or in a direction contrary thereto or return to the original port, or depart from the direct or customary route, and includes all canals, straits and other waters. The ship may call at any port for the purposes of the current voyage or of a prior or subsequent voyage. The ship may omit calling at any port or ports whether scheduled or not, and may call at the same port more than once; stay for matters occurring before loading the goods, known or unknown at the time of such loading; and matters occurring after such loading, either with or without the goods or passengers on board, and before or after proceeding toward the port of discharge, adjust compasses, dry dock, with or without cargo aboard, go on ways or to repair yards, shift berths, make trial trips or tests; take fuel or stores, remain in port, sail with or without pilots, tow and be towed, and save or attempt to save life or property; and all of the foregoing are included in the contract voyage.

4. In any situation whatsoever occurring and whether existing or anticipated before commencement of or during the voyage, which the judgment of the Carrier or the Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to or loss of the ship or any part of her cargo, to make it unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual or agreed place of discharge in such port, the Carrier may before losing or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon failure to do so, may warehouse the goods at the risk and expense of the goods; or the Carrier or the Master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may discharge the goods into depot, warehouse, craft, or other place; or the ship may proceed or return, directly or indirectly, to or stop at any port or place whatsoever as the Master or the Carrier may consider safe or advisable under the circumstances and discharge the goods, or any part thereof, at any such port or place; or the Carrier or the Master may retain the goods on board the ship for the return trip or until such time as the Carrier or the Master thinks advisable and discharge the goods at any place whatsoever as herein provided; or the Carrier or the Master may discharge and forward the goods by any means, rail, water, land, or air at the risk and expense of the goods. The Carrier or the Master is not required to give notice of discharge of the goods or of the forwarding thereof as herein provided. When the goods are discharged from the ship, as herein provided, they shall be at their own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the Carrier shall be freed from any further responsibility. For any services rendered to the goods as hereinabove provided, the Carrier shall be entitled to a reasonable extra compensation.

5. The Carrier, Master and ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise however given by the government of any nation or department thereof or any person acting as purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the term of war risk insurance on the ship, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

In addition to all other liberties herein the Carrier shall have the right to withhold delivery of, furnish to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or arrangement imposed upon or exacted from the carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the owner or consignee thereof and shall be a lien on the goods.

6. Unless otherwise stated herein, the description of the goods and the particulars of the packages mentioned herein are those furnished in writing by the shipper and the Carrier shall not be concluded as to the correctness of marks, number, quantity, weight, gauge, measurement, contents, nature, quality or value. Single pieces or packages exceeding 4480 lbs. in weight shall be liable to pay extra charges in accordance with tariff rates in effect at time of shipment for loading, handling, transhipping or discharging and the weight of each such piece or package shall be declared in writing by the shipper on shipment and clearly and durably marked on the outside of the piece or package. The shipper and the goods shall also be liable for, and shall indemnify the Carrier in respect of any injury, loss or damage arising from shipper's failure to declare and mark the weight of any such piece or package or from inadequate or improper description of the goods or from the incorrect weight of any such piece or package having been declared or marked thereon, or from failure fully to disclose the nature and character of the goods.

7. Goods may be stowed in poop, forecastle, deck house, shelter deck, passenger space or any other covered in space commonly used in the trade and suitable for the carriage of goods, and when so stowed shall be liable for all purposes to be stowed under deck. In respect of goods carried on deck all risks of loss or damage by perils inherent in such carriage shall be borne by the shipper or the consignee. In all other respects the custody and carriage of such goods shall be governed by the terms of this bill of lading and the provisions stated in said Carriage of Goods by Sea Act notwithstanding the provisions of any carriage of Goods by Sea Act that may be applicable. Specially heated or specially cooled storage is not to be furnished unless contracted for at an increased freight rate. Goods or articles carried in any such compartment shall at the sole risk of the owner thereof and subject to all the conditions, exceptions and limitations as to the Carrier's liability and other provisions of this bill of lading; and further the Carrier shall not be liable for any loss or damage occasioned by the temperature, risks of refrigeration, defects or insufficiency in or accidents to or explosion, breakage, derangement or failure of any refrigerator plant or part thereof, or by or in any material or the supply or use thereof used in the process of refrigeration unless shown to have been caused by negligence of the Carrier from liability for which the Carrier is not by law entitled to exemption.

8. Live animals, birds, reptiles and fish are received and carried at shipper's risk of accident or mortality, and the Carrier shall not be liable for any loss or damage thereto arising or resulting from any matters mentioned in Section 4, Sub-section 2, a to p inclusive of said Carriage of Goods by Sea Act or similar sections of any Carriage of Goods by Sea Act that may be applicable, or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived by the shipper. Except as provided above such shipments shall be deemed goods, and shall be subject to all terms and provisions in this bill of lading relating to goods.

9. If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

10. General averages shall be adjusted, stated and settled according to York-Antwerp Rules 1950, except Rule XXII, thereof, at such port or place in the United States as may be selected by the Carrier, and as to matters not provided for by the Rules according to the law and usage at the port of New York. In such adjustment disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the Carrier, must be furnished before delivery of the goods. Such cash deposit as the Carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery. Such deposit shall, at the option of the Carrier, be payable in United States money and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the General Average and refunds or credit balances, if any, shall be paid in United States money.

In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract, or otherwise, the goods, the shipper and the consignee, shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a sailing ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such sailing ship or barge belonged to a mariner.

11. Whenever the Carrier or the Master may deem it advisable or in any case where the goods are consigned to a point where the ship does not expect to discharge, the Carrier or Master may, without notice, forward the whole or any part of the goods before or after loading at the original port of shipment, or any other place or places even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the goods, by any vessel, vessels or other means of transportation by water or by land or by air or by any such means, whether operated by the Carrier or by others and whether departing or arriving or scheduled to depart or arrive before or after the ship expected to be used for the transportation of the goods. This Carrier, in making arrangements for any transhipment or forwarding vessel or means of transportation not operated by this Carrier shall be considered solely by the forwarding agent of the shipper and without any other responsibility whatsoever.

The carriage by any transhipment or forwarding carrier and all transhipment or forwarding shall be subject to all the terms whatsoever in the regular form of bill of lading, freight rate, contract or other shipping document used at the time by such carrier, whether issued for the goods or not, and even though such terms may be less favorable to the shipper or consignee than the terms of this bill of lading and may contain more stringent requirements as to notice of claim or commencement of suit and may exempt the on-carrier from liability for negligence. The shipper expressly authorizes the Carrier to arrange with any such transhipment or forwarding carrier that the lowest valuation of the goods or limitation of liability contained in the bill of lading or shipping document of such carrier shall apply even though lower than the valuation or limitation herein, provided that the shipper shall not be compelled to pay a rate higher than that applicable to the valuation contained in such bill of lading. Pending or during transhipment the goods may be stored ashore or afloat at their risk and expense and the Carrier shall not be liable for detention.

12. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the ship and the Carrier without giving notice either of arrival or discharge, may discharge the goods directly when they come to hand, at or onto any wharf, quay or place that the Carrier may select, and continuously Sundays and holidays included, at all such hours by day or by night as the Carrier may determine no matter what the state of the weather or custom of the port may be. The Carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be provided during loading or discharging. All lighterage and use of craft in discharging shall be at the risk and expense of the goods, including landing and discharging charges and pier dues shall be at the expense of the goods unless included in the freight herein provided for. If the goods are not taken away by the consignee by the expiration of the next working day after the goods are at his disposal, the goods may be retained by the Carrier at his option and subject to Carrier's lien, be sent to store or warehouse or be permitted to lie where landed, but always at the expense and risk of the goods. The responsibility of the Carrier in any capacity shall altogether cease and the goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of customs or other authorities. The Carrier shall not be required to give any notification of disposition of the goods.

13. The Carrier shall not be liable for failure to deliver in accordance with marks unless such marks shall have been clearly and durably stamped or marked by the shipper before shipment upon the goods or packages, in letters and numbers not less than two inches high, together with name of the port of discharge. Goods that cannot be identified as to marks or numbers, cargo sweepings, liquid residue and any unclaimed goods not otherwise accounted for shall be allocated for completing delivery to the various consignees of goods of like character, in proportion to any apparent shortage, loss of weight or damage. Loss or damage to goods in bulk stowed without separation from other goods in bulk of like quality, shipped by either the same or another shipper, shall be divided in proportion among the several shipments.

14. The goods shall be liable for all expense of mending, coaperage, baling or retightening of the goods or packages and gathering of loose contents of packages; also for any payment, expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the Carrier or the ship in connection with the goods, however caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents, failure of the shipper to procure consular, Board of Health or other certificates to accompany the goods or to comply with laws or regulations of any kind imposed with respect to the goods by the authorities at any port or place or any act or omission of the shipper or consignee.

15. Freight shall be payable on actual gross intake weight or measurement or, at Carrier's option, on actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the goods furnished by the shipper herself, but the Carrier may at any time open the packages and examine, weigh, measure and call for the goods. In case shipper's particulars are found to be erroneous and additional freight payable, the goods shall be liable for any expense incurred for examining, weighing, measuring and valuing the goods. Full freight shall be paid on damaged or unsound goods. Full freight hereunder to port of discharge named herein shall be considered completely earned on shipment whether the freight be stated or intended to be prepaid or to be collected at destination; and the Carrier shall be entitled to all freight and charges due hereunder whether actually paid or not, and to receive and retain them irrevocably under all circumstances whatsoever ship and/or cargo lost or not lost or the voyage broken up or abandoned. If there shall be a forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the goods or any part thereof shall be at the risk and expense of the goods. All unpaid charges shall be paid in full and without any offset, counterclaim or deduction in the currency of the port of shipment, or, at Carrier's option, in the currency of the port of discharge at the demand rate of New York exchange as quoted on the day of the ship's entry at the Custom House of her port of discharge. The Carrier shall have a lien on the goods, which shall survive delivery, for all charges due hereunder and may enforce this lien by public or private sale and without notice. The shipper and the consignee shall be jointly and severally liable to the Carrier for the payment of all charges and for the performance of the obligation of each of them hereunder.

16. Neither the Carrier nor any corporation owned by, subsidiary to or associated or affiliated with the Carrier shall be liable to answer for or make good any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the ship, by reason or by means of any fire whatsoever, unless such fire shall be caused by its design or neglect.

17. In case of any loss or damage to or in connection with goods exceeding in actual value \$500 lawful money of the United States, per package, or, in case of goods not shipped in packages, per customary freight unit, the value of the goods shall be deemed to be \$500 per package or per unit, on which basis the freight is adjusted and the Carrier's liability, if any, shall be determined on the basis of a value of \$500 per package or per customary freight unit, or pro rata. In case of partial loss or damage, unless the nature of the goods and a valuation higher than \$500 shall have been declared in writing by the shipper upon delivery of the goods and used in this bill of lading and extra freight paid if required and in such case if the actual value of the goods per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

Whenever the value of the goods is less than \$500 per package or other freight unit, their value in the calculation and adjustment of claims for which the Carrier may be liable shall for the purpose of avoiding uncertainties and difficulties in fixing value be deemed to be the invoice value, plus freight and insurance, if paid, irrespective of whether any other value is greater or less.

18. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, such removal shall be prima facie evidence of the delivery by the Carrier of the goods as described in the bill of lading. If the loss or damage is not apparent the notice must be given within three days of the delivery. The Carrier shall not be liable upon any claim for loss or damage unless written particulars of such claim shall be received by the Carrier within thirty days after receipt of the notice herein provided for.

19. In any event the Carrier and the ship shall be discharged from all liability in respect of loss or damage or in respect of any other breach of this contract whatsoever, unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought until jurisdiction shall have been obtained over the Carrier and/or the ship by service of process or by an agreement to appear.

20. To avoid or alleviate preventions or delays in prosecution or completion of the voyage incident to the existence of hostilities, the Carrier has liberty and is authorized by the shipper and the owner of the goods to agree with the representatives of any government to submit the goods to examination at any place or places whatsoever and to delay delivery of the same until any restriction asserted by any governmental authority shall have been removed. The Carrier may put the goods in store ashore or afloat at the risk and expense of the owner of the same pending examination; and thereupon the Carrier's responsibility shall end. Any damage or deterioration occasioned by such examination or by delay and other risks of whatsoever nature shall be solely for account of the owner of the goods. All expenses incurred by the Carrier in relation to such detention of the goods shall be paid by the shipper or consignee or owner of the goods.

21. This Bill of Lading shall be construed and the rights of the parties thereunder determined according to the law of the United States.

22. Cargo skids and labor on quay are to be provided by ship's agent for account of consignee at current rates, and any cargo which may be ordered for delivery into fiscal deposits, must be taken by an official cartman appointed by the agent of the ship, at current rates for account and risk of consignee.

23. If any bagged or baled goods are landed slack or torn, receiver and/or consignee shall accept its proportion of the sweepings. Ship not responsible for loss of weight in bags or bales torn, mended or with sample holes.

24. Cotton: Description of the condition of the cotton does not relate to the insufficiency or torn condition of the covering, nor to any damage resulting therefrom and Carrier shall not be responsible for damage of such nature.

25. SPECIFIED DOCK DISCHARGE: If the carrier makes a special agreement, whether by stamp hereon or otherwise, to deliver the goods hereby received for at a specified dock or wharf at the port of discharge, it is mutually agreed that such agreement shall be construed to mean that the Carrier is to make such delivery only if, in the sole judgment of the Master, the ship is safely under her own power, proceed to, lie at, and return from said dock or wharf, always affording at any time of tide, and only if such dock or wharf is available to the ship immediately the ship is ready to discharge the goods and, that otherwise, the ship shall discharge the goods in accordance with Clause 12 of this bill of lading, whereupon Carrier's responsibility shall cease.

26. All agreements or freight engagements for the shipment of the goods are superseded by this bill of lading, and all its terms, whether written, typed, stamped, or printed, are accepted and agreed by the shipper to be binding as fully as if signed by the shipper, any local customs or privileges to the contrary notwithstanding. Nothing in this bill of lading shall operate to limit or deprive the Carrier of any statutory protection or exemption from or limitation of liability. If required by the Carrier, one signed bill of lading duly endorsed must be surrendered to the agent of the ship at the port of discharge in exchange for delivery order.